

Kantola Training Solutions License Agreement

This Kantola Training Solutions License Agreement (“**License Agreement**”), effective as of the date of signature on this agreement by and between Kantola Training Solutions, LLC, (“**Licensor**”), with offices located at 55 Sunnyside Avenue, Mill Valley, CA and Town of Apex, (“**Licensee**”) with offices located at 73 Hunter St., Apex, North Carolina 27502.

BACKGROUND:

The Licensor wishes to license workplace training solutions to the Licensee and the Licensee desires to license the workplace training solutions under the terms and conditions stated below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Product:

- 1.1. Under this License Agreement, the Licensor grants to the Licensee a non-exclusive and non-transferable license to use the following training courses and related material (“**Product**”):

Product: Custom Collection

- **Harassment Prevention; A Commonsense Approach**
- **Manager & Non-Manager**
- **Plus, up to six additional courses**

- 1.2. On each anniversary of the execution of this License Agreement, the Licensee will have the right to move to the most recent version of the courses listed above should more recent versions be available.

2. License Fees:

- 2.1. The license fees for the Product are as follows (“**License Fees**”):

Year	# of learners	Price per learner per year	Set-up fee	Total fees
Year 1	550	\$9.99	WAIVED (\$500)	\$5,494.50
Year 2	550	\$9.99	NA	\$5,494.50
Year 3	550	\$9.99	NA	\$5,494.50

- 2.2. Any additional learners will be invoiced at time of addition and will be billed at \$9.99 per learner per year.
- 2.3. All invoiced items will be delivered within the agreed-upon timeframe and will include sales tax, if applicable, and invoices will be payable within 30 days of receipt of the invoice (unless otherwise agreed upon in writing).
- 2.4. Included in the License Fee, Licensor will provide technical services support to the Licensee as needed during normal business hours or by the next business day, Monday through Friday from 7:30 AM to 5:30 PM Pacific time.

- 2.5. The first-year portion of the License Fees will be invoiced on execution of this License Agreement, and fees for subsequent years will be invoiced on the anniversary of the execution of this Agreement.

3. Term:

- 3.1. This Agreement will begin on execution of this License Agreement and will continue for a period of three (3) years, unless terminated early ("**Term**").
- 3.2. The Licensee may terminate this License Agreement for any reason up to 60 days before each anniversary of the execution of this License Agreement ("**Early Termination Notice**") and no further fees will be due for subsequent years.
- 3.3. If Licenser fails to provide the Product as agreed, Licensee may terminate the License Agreement with written notification and Licenser will prorate and refund any remaining License Fees within 30 days of written notification.
- 3.4. At the end of the Term of this License Agreement the Licensee must destroy all copies, if any, of the Product in their possession.
- 3.5. Prior to the end of Term, Licenser will offer terms for renewal to the Licensee.

4. Delivery:

- 4.1. Licenser will provide Licensee with a SCORM 1.2 course that can be uploaded onto a secure password-protected intranet learning management system (LMS)

5. General:

- 5.1. This License Agreement, the incorporated T&Cs and any other incorporated agreements specifically referenced in this License Agreement, constitute the entire understanding between the Parties. This License Agreement can only be modified in writing signed by both the Licenser and the Licensee and does not create or imply any relationship in agency or partnership between the Licenser and the Licensee.

Licensee accepts Licenser's standard terms and conditions ("**T&Cs**"), as amended herein, which can be found at: <https://www.kantola.com/Kantola-Terms-andConditions-CT-365.aspx> and the T&Cs are incorporated herein and made part of this

Agreement. By entering into this Agreement, I confirm that I have read, and I accept the T&Cs as amended, with insertions in bold, underlined text, and deletions in struckthrough text:

Paragraph 14, Second Sentence. For avoidance of doubt, Confidential Information shall include, but is not limited to, personally identifiable information; **however, confidential information shall not include any "public records" as defined by Chapter 132 of the North Carolina General Statutes.**

Paragraph 15. This T&Cs as well as License Agreement, if any, between the Licensee and Licenser will be enforced or construed according to the laws of the State of ~~California~~ **North Carolina**. The parties to this License Agreement submit to the jurisdiction of the courts of the County of **Wake, North Carolina** for the enforcement of these T&Cs and License Agreement if any, or any arbitration award or decision arising from these T&Cs and License Agreement, if any.

- 5.2. This License Agreement may be executed in any number of counterparts, each of which is an original and all of which together evidence the same agreement.

5.3. Licensor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Licensor shall require all of Licensor's employees

to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

5.4. Pursuant to Section 3-2 of the Town of Apex Code of Ordinances, Licensor hereby warrants and agrees that Licensor will not discriminate against a protected class in employment, subcontracting practices, or the solicitation or hiring of vendors, suppliers, or commercial customers in connection with this Agreement. For the purposes of this Agreement "protected class" includes age, race, religious belief or non-belief, ethnicity, color, national origin, creed, sex, sexual orientation, gender identity, marital status, natural hair style, genetic information, pregnancy, familial status, disability, veteran or military status, or disabled veteran status.

IN WITNESS WHEREOF, the parties have executed and delivered this Kantola Training Solutions License Agreement as of the date first written above

LICENSEE

LICENSOR

By:

By:

DocuSigned by:
Stephanie Palmer
C8480E6730F34FA...

Name: Catherine Crosby

Name: Stephanie Palmer

Title: Town Manager

Title:

Sales Manager

This instrument has been preaudited in the manner required by the Local Government Fiscal Control Act.

Town Finance Director